

EXHIBIT 8



Macrovision Corporation
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July 12, 2007

John Silverio
Motorola, Inc.
Connected Home Solutions
101 Tournament Drive
Horsham, Pennsylvania 19044

e-Mail: jsilverio@motorola.com
Telephone: (215) 323-2239

RE: Copy Protection Technology License Agreement – Notice of Breach

Dear Mr. Silverio:

As you know, under Section 4.2 (Product Royalty Fees) of the September 9, 1998 Macrovision / Motorola Copy Protection Technology License Agreement ("Agreement"), Motorola is required to pay Macrovision pay a Product Royalty Fee of sixty-cents US (\$0.60) for each Product (including Functionally Locked Products) it sells.

On May 31, 2007, Macrovision notified Motorola via my letter to you that Motorola had materially breached the Agreement by failing to submit royalty reports from July 1, 2006 through March 31, 2007.

On June 28, you provided Motorola's response to our breach notice via email with supporting product shipment / amounts-owed reports attached. We appreciate Motorola's acknowledgement in those reports of \$5,791,804.60 owed to Macrovision under the Agreement, but we remain concerned about Motorola's failure to not only pay such amounts to Macrovision but to also acknowledge royalties owed under the Agreement for the other units shipped as evidenced by the reports. These constitute a material breach of the Agreement.

Motorola's documentation shows that Motorola had shipped, but not paid royalties on, a total of **9,993,450** products containing Macrovision capable integrated-circuits during the period from July 1, 2006 through March 31, 2007. Specifically, the documentation showed the following:

1. Motorola's "Q3 06 Macrovision Report" indicates shipments of 132 units by Motorola's IP Video Solutions group in that quarter. In the report, Motorola shows \$79.20 owed for such shipments based upon a royalty of \$0.60 per unit.
2. Motorola's "Q4 06 Macrovision Report" indicates shipments of 31,148 units by Motorola's IP Video Solutions group in that quarter. In the report,

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Motorola shows \$18,688.80 owed for such shipments based on a royalty of \$0.60 per unit.

3. Motorola's "Q1 07 Macrovision Report" indicates shipments of 69,992 units by the IP Video Solutions group in that quarter. In the report, Motorola shows \$41,995.20 owed for such shipments based on a royalty of \$0.60 per unit.
4. Motorola's "Macrovision Royalty Report Q306 - Q107 for DVS" (tab "Essbase Retrieve") shows that:
 - 4.1 For shipments of 2,212,392 units in Q3 2006 at \$0.60 per unit, Motorola owes Macrovision \$1,327,435.20;
 - 4.2 For shipments of 2,918,166 units in Q4 2006 at \$0.60 per unit, Motorola owes Macrovision \$1,750,899.60; and
 - 4.3 For shipments of 4,519,203 units in Q1 2007 at \$0.60 per unit, Motorola owes Macrovision \$2,711,521.80.
5. Motorola's "Macrovision Q3-06 - Q1'07 Report" shows that:
 - 5.1 In Q3 2006, Motorola made shipments of 7,549 units for the DSR group. Therefore, at \$0.60 per unit, Motorola owes Macrovision \$4,529.50 for these shipments.
 - 5.2 In Q3 2006, Motorola made shipments of 200,000 units for the MDV group. Therefore, at \$0.60 per unit, Motorola owes Macrovision \$120,000.00 for these shipments.
 - 5.3 In Q4 2006, Motorola made shipments of 6,013 units for the DSR group. Therefore, at \$0.60 per unit, Motorola owes Macrovision \$3,607.80 for these shipments.
 - 5.4 In Q1 2007, Motorola made shipments of 10,955 units for the DSR group. Therefore, at \$0.60 per unit, Motorola owes Macrovision \$6,573.00 for these shipments.
 - 5.5 In Q1 2007, Motorola made shipments of 17,900 units for the MDV group. Therefore, at \$0.60 per unit, Motorola owes Macrovision \$10,740.00 for these shipments.

In total, Motorola owes Macrovision **five-million-nine-hundred-ninety-six-thousand-seventy U.S. dollars (\$5,996,070.00)** based upon shipments of **9,993,450** units by Motorola at \$0.60 per unit.

Please note that:

- (i) For shipments from July 1, 2006 through September 30, 2006, the respective amounts payable were due on or before November 15, 2006;
- (ii) For shipments from October 1, 2006 through December 31, 2006, the respective amounts payable were due on or before February 15, 2007; and
- (iii) For shipments from January 1, 2007 through March 31, 2007, the respective amounts payable were due on or before May 15, 2007.

Pursuant to the terms of the Agreement, all Product Royalty Fees must be paid to Macrovision within forty-five (45) days after the close of the respective calendar quarter. As of the date of this letter, payments for Q3 2006, Q4 2006, and Q1 2007 have not been received. Motorola's ongoing failure to make such payments constitutes a material breach of the Agreement.

In order to cure this material breach, Motorola must pay the above amounts by the close of business on July 27, 2007. Invoices for these amounts are attached.


Please consider this letter formal notice that unless these breaches are timely cured, Macrovision may terminate the Agreement pursuant to Section 14 of the Agreement. We reserve all rights that flow from such termination, including the right to notify Motorola's IC suppliers that Motorola is no longer an authorized licensee of Macrovision entitled to receive and incorporate Macrovision-enabled ICs into its products.

Also enclosed is an invoice for \$7,490.00 for the costs of the audit on March 12 and 13, 2007. Motorola must cover these costs since it materially breached the terms of the Agreement by: (i) failing to report its Product shipments within 45 days of the end of each quarter; and (ii) failing to pay for its Product shipments within 45 days of the end of each quarter.

If you have any questions, please contact Mr. Ken Jacobus at (408) 562-8506 or by e-mail at kjacobus@macrovision.com.

Sincerely,

MACROVISION CORPORATION



Campbell MacInnes
Sr. Contracts Administrator

cc: **Macrovision Corporation**
Bob Gilham
Ken Jacobus
Ray Campbell
Sharon Salmons